shall be transmitted in EMI format via Connect:Direct, provided however that if AT&T and Verizon do not have Connect:Direct capabilities, such records shall be transmitted as the Parties agree. Verizon and AT&T agree that they will retain, at each Party's sole expense, copies of all EMI records transmitted to the other Party for at least seven (7) calendar days after transmission to the other Party.

5.8.3 Each Party will provide the other Party with EMI records formatted in accordance with EMI industry standard guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents.

6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(C)(2)

6.1 Scope of Traffic

Section 6 prescribes parameters for certain trunks to be established over the Interconnections specified in Section 4 for the transmission and routing of traffic between AT&T Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where AT&T elects to have its End Office Switch subtend a Verizon Tandem. This includes casually-dialed (10XXX and 101XXXX) traffic.

6.2 Trunk Group Architecture and Traffic Routing

6.2.1 AT&T shall establish Access Toll Connecting Trunks pursuant to applicable access tariffs by which it will provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from AT&T's Customers.

6.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow AT&T's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a Verizon access tandem.

6.2.3 Except as provided in Section 6.2.5, the Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office AT&T utilizes to provide Telephone Exchange Service and Switched Exchange Access to its Customers in a given LATA to the Tandem Verizon utilizes to provide Exchange Access in such LATA.

6.2.4 If AT&T chooses to subtend a Verizon access Tandem, then AT&T's NPA/NXX must be assigned by AT&T to subtend the same Verizon access Tandem that a Verizon NPA/NXX serving the same Rate Center subtends as identified in the LERG.

6.2.5 The Untranslated 8YY Access Toll Connecting Trunks will be established by AT&T as a one-way trunk to enable AT&T to deliver untranslated 8YY

traffic to a Verizon access Tandem in the LATA that is capable of querying the industry toll free database and upon which the Parties agree.

6.3 Meet Point Billing Arrangements

6.3.1 AT&T and Verizon will establish Meet-Point Billing ("MPB") arrangements in order to provide a common transport option to Switched Exchange Access Services Customers via a Verizon access Tandem Switch in accordance with the Meet-Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and Verizon's applicable Tariffs. The arrangements described in this Section 6 are intended to be used to provide Switched Exchange Access Service that originates and/or terminates on Telephone Exchange Service that is provided by either Party, where the transport component of the Switched Exchange Access Service is routed through a Tandem Switch that is provided by Verizon.

6.3.2 In each LATA, the Parties shall establish MPB arrangements between the applicable Rating Point/Verizon serving Wire Center combinations.

6.3.3 Interconnection for the MPB arrangement shall occur at the Verizon access tandems in the LATA, unless otherwise agreed to by the Parties.

6.3.4 AT&T and Verizon will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

6.3.5 In general, there are four alternative Meet-Point Billing arrangements possible, which are: Single Bill/Single Tariff, Multiple Bill/Single Tariff, Multiple Bill/Multiple Tariff and Single Bill/Multiple Tariff, as outlined in the OBF MECAB Guidelines. Each Party shall implement the Multiple Bill/Single Tariff or Multiple Bill/Multiple Tariff option, as appropriate, in order to bill an IXC for the portion of the jointly provided Telecommunications Service provided by that Party. Alternatively, in former Bell Atlantic service areas, upon agreement of the Parties, each Party may use the New York State Access Pool on its behalf to implement Single Bill/Multiple Tariff or Single Bill/Single Tariff option, as appropriate, in order to bill an IXC for the portion of the jointly provided telecommunications service provided by each Party.

6.3.6 The rate elements to be billed by each Party shall be as set forth in that Party's applicable Tariffs. The actual rate values for each Party's affected Switched Exchange Access Service rate element shall be the rates contained in that Party's own effective federal and state access Tariffs, or other document that contains the terms under which that Party's access services are offered. The MPB billing percentages for each Routing Point/Verizon serving Wire Center combination shall be calculated in accordance with the formula set forth in Section 6.3.15.

6.3.7 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code ("CIC") of the IXC, and identification of the IXC's serving Wire Center in order to comply with the MPB notification process as outlined in the MECAB document via facsimile or such other media as the Parties may agree to. If either Party does not initially record sufficient bill detail for any IXC traffic that will utilize a portion of its network in an AT&T/Verizon MPB arrangement, and for whom either Party must supply to the other MPB billing information, each Party agrees that it will assist the other Party in resolving these billing matters to allow that Party to obtain reimbursement from the IXC by providing as much billing detail as is available to the other Party, and by participating in any studies or discussions required to obtain supporting detail.

6.3.8 Verizon shall provide AT&T with the Switched Access Detail Usage Data (EMI category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred.

6.3.9 AT&T shall provide Verizon with the Switched Access Summary Usage Data (EMI category 1150XX records) on magnetic tape or via such other media as the Parties may agree, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly.

6.3.10 All usage data to be provided pursuant to Subsections 6.3.8 and 6.3.9 above shall be sent to the following addresses:

To AT&T:

300 North Point Parkway
FLOC217MO1
Alpharetta Georgia, 30005
ATTN: AC&R Access Bill

To Verizon:

New York Access Billing c/o ACM Inc.

120 Erie Blvd.
Schenectady, NY 12305
ATTN: Mark Ferri
Facsimile: (518) 374-7511

Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to Section 28.12.

6.3.11 Each Party shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers or Operating Company Number ("OCN"), as appropriate, for the MPB arrangements described in this

Section 6. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

6.3.12 Each Party agrees to provide the other Party with notification of any errors it discovers in MPB data within 30 calendar days of the receipt of the original data. The other Party shall attempt to correct the error and resubmit the data within ten (10) business days of the notification. In the event the errors cannot be corrected within such ten (10) business day period, the erroneous data will be considered lost. In the event of a loss of data, whether due to uncorrectable errors or otherwise, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data, and a payment based on such estimated amount shall be made.

6.3.13 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to Section 28.10 of this Agreement and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.

6.3.14 Except as may otherwise be set forth in Section 6.3.12 above, nothing contained in this Section 6.3 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party (other than as may be set forth in MECAB or in any applicable Tariff subject to the limitations on liability set forth in this Agreement).

6.3.15 MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g., 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be designated for such traffic in the future. In the event AT&T determines to offer Telephone Exchange Services in another LATA in Virginia in which Verizon operates an access Tandem Switch, Verizon shall permit and enable AT&T to subtend the Verizon access Tandem Switch(es) designated for the Verizon End Offices in the area where the AT&T Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Exchange Access Services are homed. The MPB billing percentages for each Routing Point/Verizon Serving Wire Center combination shall be calculated according to the following formula:

$$a / (a + b) = \text{AT\&T Billing Percentage}$$

and

$$b / (a + b) = \text{Verizon Billing Percentage}$$

where:

a = the airline mileage between the AT&T Routing Point and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the Verizon serving Wire Center and the actual point of interconnection for the MPB arrangement.

6.3.16 AT&T shall inform Verizon of each LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement. Within ten (10) business days of AT&T's delivery of notice to Verizon, Verizon and AT&T shall confirm the Routing Point/Verizon serving Wire Center combination and billing percentages.

6.4 Toll Free Service Access Code (e.g., 800/888/877) Traffic

The following terms shall apply when either Party delivers toll free service access code (8YY) calls to the other Party for completion. For the purposes of this Section 6, the terms "translated" and "untranslated" refer to those toll free service access code calls that have been queried ("translated") or have not been queried ("untranslated") to an 8YY database.

6.4.1 When AT&T delivers translated 8YY calls to Verizon for completion

(a) to an IXC, AT&T shall:

(i) provide an appropriate MPB record in EMI format to Verizon for processing and Meet Point Billing in accordance with Section 6.3 above; and

(ii) bill the IXC the appropriate AT&T query charge associated with the call.

(b) as an IntraLATA call to Verizon or another LEC that is a toll free service access code service provider in the LATA:

(i) AT&T shall provide an appropriate copy record in EMI format to the toll free service access code service provider; and

(ii) AT&T shall assess to the toll free service access code service provider AT&T's Tariffed Feature Group D ("FGD") Switched Exchange Access or Reciprocal Compensation charges, in accordance with Applicable Law, and the AT&T query charge; and

(iii) In the case of such call to another LEC, Verizon shall assess applicable Tandem Transit Service charges and associated passthrough charges to AT&T in accordance with Section 7.2.

6.4.2 When Verizon delivers translated 8YY calls originated by Verizon's or another LEC's Customers to AT&T for completion and when Verizon performs the query and where the queried call is an IntraLATA call handed off to AT&T in its capacity as a toll free service access code service provider,

(i) Verizon shall bill AT&T the Verizon query charge associated with the call as specified in Exhibit A; and

(ii) Verizon shall provide an appropriate EMI record to AT&T; and

(iii) Verizon shall bill AT&T Verizon's Intrastate Tariffed FGD Switched Exchange Access charges or Reciprocal Compensation charges, in accordance with Applicable Law.

6.4.3 When AT&T delivers untranslated 8YY calls originated by AT&T's Customers to Verizon for completion to an IXC,:

(i) Verizon will query the call and route the call to the appropriate IXC; and

(ii) Verizon shall provide an appropriate EMI record to AT&T to facilitate billing to the IXC; and

(iii) Verizon shall bill the IXC the Verizon query charge associated with the call and any other applicable charges.

6.4.4 When the untranslated 8YY call is an IntraLATA call routed to Verizon or another LEC that is a toll free service access code service provider in the LATA:

(i) Verizon will query the call and route the call to the appropriate LEC toll free service access code service provider.

(ii) Verizon shall provide an appropriate EMI record to AT&T to facilitate billing to the LEC toll free service access code service provider

(iii) Verizon shall bill the LEC toll free service access code service provider the query charge associated with the call and any other applicable Verizon charges.

6.4.5 Verizon will query untranslated toll free service access code calls before routing resulting translated calls to AT&T.

7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.1 Information Services Traffic

For purposes of this Agreement, information services and Information Services Traffic refer to switched voice traffic, delivered to information service providers who

offer recorded voice announcement information or open vocal discussion programs to the general public. Information Services Traffic does not include Internet Traffic. Information Services Traffic also does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties.

At the present time, neither Party offers information services on its network platform. The Parties agree to negotiate additional terms and rates and conditions as necessary to permit mutual interconnection to Information Services offered on either Party's network platform in the event that such Information Services are made available. Such negotiations shall commence promptly upon request of either Party and, if the Parties are unable to reach agreement within thirty (30) days of such request, either Party may submit the matter to the expedited Dispute Resolution process set forth in Section 28.11.

7.2 Tandem Transit Traffic Service ("Transit Service")

7.2.1 Transit Service provides AT&T with the transport of Tandem Transit Traffic as provided below. Neither the originating nor terminating Customer is a Customer of Verizon.

7.2.2 Transit Traffic may be routed over the Traffic Exchange Trunks described in Sections 4 and 5. AT&T shall deliver each Transit Traffic call to Verizon with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those CLASS Features supported by Verizon and billing functions. In all cases, each Party shall follow the Exchange Message Interface ("EMI") standard and exchange records between the Parties.

7.2.3 AT&T shall exercise best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual Tariffs) with any CLEC, ITC, CMRS carrier, or other LEC, to which Verizon terminates Telephone Exchange Service traffic (originated by AT&T) that transits a Verizon Tandem Office. Such arrangements shall provide for direct interconnection by AT&T with each such CLEC, ITC, CMRS carrier or other LEC, without the use of Verizon's Transit Service.

7.2.4 Except as set forth in this Section 7.2.4, Verizon will not provide Tandem Transit Traffic Service for Tandem Transit Traffic volumes that exceed the CCS busy hour equivalent of one (1) DS-1 and/or 200,000 combined minutes of use to a particular CLEC, ITC, CMRS carrier or other LEC for any three (3) months in any consecutive six (6) month period or for any consecutive three (3) months (the "Threshold Level"). At such time that AT&T's Tandem Transit Traffic exceeds the Threshold Level, upon receipt of a written request from AT&T, Verizon shall continue to provide Tandem Transit Service to AT&T (for the carrier in respect of which the Threshold Level has been reached) for a period equal to sixty (60) days after the date upon which the Threshold Level was reached for the subject carrier (the "Transition Period"). During the

Transition Period, in addition to any and all Tandem Transit Traffic rates and charges as provided in Section 7.2.6 hereof, AT&T shall pay Verizon (a) a monthly "Transit Service Trunking Charge" for each subject carrier, as set forth in Exhibit A hereto, and (b) a monthly "Transit Service Billing Fee", as set forth in Exhibit A hereto. At the end of the Transition Period, Verizon may, in its sole discretion, terminate that portion of Tandem Transit Traffic Service to AT&T for which Tandem Transit Traffic volumes exceed the Threshold Level with respect to the subject third party carrier, provided however, that if AT&T has (i) exercised its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement with such subject carrier; and (ii) through no fault of AT&T such subject carrier has failed to enter into such an arrangement; and (iii) immediately upon the expiration of the Transition Period, AT&T files a petition with the Commission (with a copy provided to Verizon on the same date) to establish reciprocal Telephone Exchange Service traffic arrangements with the subject third party carrier, then Verizon will not terminate the Transit Traffic Service until the Commission has ruled on such petition. If, at the end of the Transition Period Verizon does not terminate the Transit Traffic Service to AT&T, AT&T shall continue to pay Verizon (a) a monthly "Transit Service Trunking Charge" for each subject carrier, as set forth in Exhibit A hereto, and (b) a monthly "Transit Service Billing Fee", as set forth in Exhibit A hereto.

7.2.5 [Intentionally Deleted]

7.2.6 AT&T shall pay Verizon for Transit Service that AT&T originates at the rate specified in Exhibit A, plus any additional charges or costs the terminating CLEC, ITC, CMRS carrier, or other LEC, imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.

7.2.7 If or when a third party carrier's Central Office subtends an AT&T Central Office, then AT&T shall offer to Verizon a service arrangement equivalent or the same as Transit Service provided by Verizon to AT&T as defined in this Section 7.2 such that Verizon may terminate calls to a Central Office of another CLEC, ITC, CMRS carrier, or other LEC, that subtends an AT&T Central Office ("Reciprocal Transit Service"). AT&T shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section 7.2.

7.2.8 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.

7.3 911/E911 Arrangements

7.3.1 AT&T may, at its option, interconnect to the Verizon 911/E911 selective router or 911 Tandem Offices, as appropriate, that serve the areas in which AT&T provides Telephone Exchange Services, for the provision of 911/E911 services and for access to all subtending Public Safety Answering Points ("PSAP"). In such situations, Verizon will provide AT&T with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E911 is not available,

AT&T and Verizon will negotiate arrangements to connect AT&T to the 911 service in accordance with applicable state law.

7.3.2 Path and route diverse Interconnections for 911/E911 shall be made at the AT&T-IP, the Verizon-IP, or other points as necessary and mutually agreed, and as required by law or regulation.

7.3.3 Within thirty (30) days of its receipt of a request from AT&T and to the extent authorized by the relevant federal, state, and local authorities, Verizon will provide AT&T with the following at no charge:

(a) a file via electronic medium containing the Master Street Address Guide ("MSAG") for each county within the LATA(s) where AT&T is providing, or represents to Verizon that it intends to provide within sixty (60) days of AT&T's request, local exchange service, which MSAG shall be updated as the need arises and a complete copy of which shall be made available on an annual basis;

(b) a list of the address and CLLI code of each 911/E911 selective router or 911 Tandem office(s) in the area in which AT&T plans to offer Telephone Exchange Service;

(c) a list of geographical areas, e.g., LATAs, counties or municipalities, with the associated 911 tandems, as applicable.

(d) a list of Verizon personnel who currently have responsibility for 911/E911 requirements, including a list of escalation contacts should the primary contacts be unavailable.

(e) any special 911 trunking requirements for each 911/E911 selective router or 911 Tandem Office;

(f) prompt return of any AT&T 911/E911 data entry files containing errors, so that AT&T may ensure the accuracy of the Customer records.

7.3.4 AT&T shall use, where available, the Private Switch/Automatic Location Identification ("PS/ALI") electronic interface through which AT&T shall input and provide a daily update of 911/E911 database information related to appropriate AT&T Customers. In those areas where the PS/ALI electronic interface is not available, AT&T shall provide Verizon with all appropriate 911/E911 information such as name, address, and telephone number via facsimile for Verizon's entry into the 911/E911 database system. Any 911/E911-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to Verizon standards, whereas 911/E911-related data exchanged electronically shall conform to the National Emergency Number Association standards. AT&T may also use the PS/ALI electronic interface, where available, to query the 911/E911 database to verify the accuracy of AT&T Customer information.

7.3.5 Verizon and AT&T will use commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient interconnection of AT&T systems to the 911/E911 platforms.

7.3.6 AT&T shall be responsible for providing facilities from the AT&T End Office to the 911 Tandem. AT&T shall deploy diverse routing of 911 trunk pairs to the 911 tandem or selective router.

7.3.7 The Parties acknowledge that until Local Number Portability ("LNP") with full 911/E911 compatibility is utilized for all ported telephone numbers, the use of Interim Number Portability ("INP") creates a special need to have the Automatic Location Identification ("ALI") screen reflect two numbers: the "old" number and the "new" number assigned by AT&T. Therefore, for those ported telephone numbers using INP, AT&T will provide the 911/E911 database with both the forwarded number and the directory number, as well as all other required information including the appropriate address information for the customer for entry into the 911/E911 database system. Further, AT&T will outpulse the telephone number to which the call has been forwarded (that is, the Customer's ANI) to the 911 Tandem office. AT&T will include their NENA five character Company Identification ("COID") for inclusion in the ALI display.

7.3.8 AT&T is required to enter data into the 911/E911 database under the NENA Standards for LNP. This includes, but is not limited to, using AT&T's NENA COID to lock and unlock records and the posting of AT&T's NENA COID to the ALI record where such locking and migrating feature for 911/E911 records is available or as defined by local standards.

7.3.9 Verizon and AT&T will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E911 arrangements.

7.3.10 AT&T will compensate Verizon for connections to its 911/E911 pursuant to Exhibit A.

7.3.11 AT&T and Verizon will comply with all applicable rules and regulations pertaining to the provision of 911/E911 services in Virginia.

8.0 NUMBER RESOURCES, RATE CENTERS AND RATING POINTS

8.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines, and any relevant FCC or Commission orders as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Centers and Rating Points corresponding to such NXX codes.

8.2 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide

("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement. The Parties will work cooperatively to implement NXX code activation in a manner consistent with industry standards as part of the Joint Grooming Plan process as set forth in Section 10 of this Agreement.

8.3 Upon discovering that either Party's network does not properly recognize an NXX code assigned to the other Party, the discovering Party shall notify the other Party. The Party whose network is malfunctioning will promptly initiate appropriate procedures to locate the source of, and resolve, the problem. The Parties shall work cooperatively to promptly correct all causes of the problem so identified.

8.4 Unless mandated otherwise by a Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, AT&T shall adopt the Rate Center Areas and Rate Center Points that the Commission has approved for Verizon, in all areas where Verizon and AT&T service areas overlap, and AT&T shall assign whole NPA-NXX codes to each Rate Center Area unless the LEC industry adopts alternative methods of utilizing NXXs in the manner adopted by the NANP.

8.5 AT&T will also designate a Routing Point for each assigned NXX code. AT&T shall designate one location for each Rate Center Area as the Routing Point for the NPA-NXXs associated with that Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself.

8.6 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain AT&T's choices regarding the size of the local calling area(s) that AT&T may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to, Verizon's local calling areas.

9.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES

9.1 Cooperation

The Parties will work cooperatively to install and maintain a reliable network. AT&T and Verizon will exchange appropriate information (e.g., maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve and maintain this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion and to minimize fraud associated with third number billed calls, calling card calls, and any other services related to this Agreement.

9.2 Responsibility for Following Standards

Each Party recognizes a responsibility to follow the standards (including any standards set forth in this Agreement) agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service or any facilities of the other or any third parties connected with or involved directly in the network of the other Party.

9.3 Interference or Impairment

If Party A reasonably determines that the characteristics, facility, service or methods of operation used by Party B will or are likely to materially interfere with or impair Party A's provision of services to any individual Customer or carrier, Party A may, to the limited extent required to address the particular condition, interrupt or temporarily suspend any service or facilities provided to Party B that gives rise to or is likely to give rise to such interference or impairment subject to the following:

9.3.1 Except in emergency situations, Party A shall have given Party B at least ten (10) days' prior written notice of the material interference or impairment or potential material interference or impairment and the need to correct the condition within said time period;

9.3.1a If Party B corrects the condition in the ten (10)-day time period, Party A shall not interrupt or temporarily suspend the affected services or facilities provided by Party A to Party B; and

9.3.2 Upon correction of the interference or impairment that caused Party A to interrupt or temporarily suspend the service or facility, Party A will promptly restore the interrupted or temporarily suspended service or facility. During such period of suspension or interruption, there will be no compensation or credit allowance by Party A to Party B.

9.4 Outage Repair Standard

In the event of an outage or trouble in any arrangement, facility, or service being provided by a Party hereunder, the providing Party will follow procedures for isolating and clearing the outage or trouble that are no less rigorous than Verizon's standard procedures. AT&T and Verizon may agree to modify those procedures from time to time based on their experience with comparable Interconnection arrangements with other carriers.

9.5 Notice of Changes -- Section 251(c)(5)

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's network, or any other change in its network which it believes may materially affect the interoperability of its network with the other Party's network, the Party making the change shall publish notice at least ninety (90) days in advance of such change, and shall use all reasonable efforts to publish at least one hundred eighty (180) days in advance where practicable; provided, however, that if a longer period of notice is required by the FCC's or Commission's rules, including, e.g.,

the Network Disclosure rules set forth in the FCC Regulations, the Party will comply with such rules.

10.0 JOINT NETWORK IMPLEMENTATION AND GROOMING PROCESS

10.1 Joint Network Implementation And Grooming Process: Installation, Maintenance, Testing and Repair

10.1.1 Upon request of either Party, AT&T and Verizon shall jointly develop an implementation and grooming process (the "Joint Grooming Process"), which may define in detail, among other things, the following:

10.1.1.1 The physical architecture consistent with Section 4.0.

10.1.1.2 A blocking standard of one half of one percent (B.005) shall be maintained during the average Time Consistent Busy Hour for final Access Toll Connecting Trunk groups carrying traffic between an AT&T end office and a Verizon access tandem. All final Traffic Exchange Trunk groups are to be engineered with an average Time Consistent Busy Hour blocking standard of one percent (B.01).

10.1.1.3 The respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects.

10.1.1.4 Disaster recovery provision escalations.

10.1.1.5 A procedure for escalating any emergency or urgent matters and personnel that can be reached on a 7 x 24 basis.

10.1.1.6 Such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

10.1.2 In those cases where either Party's equipment will not support 64K Clear Channel Capability ("CCC"), the Parties agree to establish AMI line coding.

10.2 Installation, Maintenance, Testing and Repair

Unless otherwise agreed to by the Parties, Interconnection shall be equal in quality to that provided by each of the Parties to itself, any subsidiary, affiliate, or third party, to the extent required by Applicable Law. Without affecting any liability it may otherwise have to the other Party hereunder, if either Party is unable to fulfill its obligations under this subsection 10.2, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith .The Parties agree that the standards to be used by each Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by each Party with respect to itself, any subsidiary, affiliate or third party, to the extent required by Applicable Law.

10.2.1 Trunk Provisioning

10.2.1.1 Notwithstanding any other provision of this Agreement, each Party shall control the timing and sizing of one-way originating Traffic Exchange Trunks it provisions to the other Party. Both Parties will manage the capacity of their interconnection trunk groups. Each Party's trunking requirements for a tandem trunk group should be based on reasonable engineering principles and be kept to a minimum quantity of trunks. Additional required trunking capacity shall be provisioned with direct end office high usage trunk groups. Either Party may, at its discretion, add or disconnect trunks in a trunk group that are under its control as long as engineering parameters, e.g., design blocking objective, ECCS, utilization, are reasonably met.

10.2.1.2 The Parties will review all Tandem and End Office one-way Traffic Exchange Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. AT&T will promptly augment all Tandem and End Office one-way Traffic Exchange Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem and End Office one-way Traffic Exchange Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, AT&T will promptly submit ASRs to disconnect a sufficient number of Traffic Exchange Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group. If the Parties agree to revise the utilization percentages in this Section 10.2.1.2, the Parties shall amend this Agreement to include mutually agreed upon terms and conditions governing such revised utilization levels.

10.2.1.3 Unless the Parties agree otherwise, the Parties will adhere to the ordering and provisioning guidelines of the OBF for trunk ordering and servicing as implemented by Verizon in accordance with the Change Management Process, as amended, modified, clarified, or supplemented from time to time.

10.2.1.4 At either Party's request, the Parties shall work cooperatively to coordinate major large network interconnection projects that require related work activities between and among Verizon and AT&T work groups.

10.2.2 Network Management

10.2.2.1 Protective Protocols -- Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure, or focused overload. Each Party will provide appropriate industry standard notification to the other Party of any such protective control action which has been executed by that Party. To the extent that prior notification is commercially reasonable and consistent with industry practice, each Party will provide prompt notification to the other Party of any such protective control action which will be executed by the Party.

10.2.2.2 Expansive Protocols -- Originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns.

10.2.2.3 Mass Calling – AT&T and Verizon shall cooperate regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

10.3 Forecasting Requirements for Trunk Provisioning

10.3.1 AT&T shall provide Verizon a two (2) year traffic forecast of inbound and outbound trunks. The forecast shall be updated and provided to Verizon on an as-needed basis but no less frequently than semiannually. All forecasts shall comply with the Verizon CLEC Interconnection Trunking Forecast Guide and shall include, Access Carrier Terminal Location ("ACTL"), traffic type (Reciprocal Compensation Traffic/Measured Internet Traffic/Toll Traffic, Operator Services, 911, etc.), 2/6 code (identifies trunk group), A location/Z location (CLLI codes for AT&T-IP's and Verizon-IP's), interface type (e.g., DS1), and trunks in service (cumulative).

10.3.2 Initial Forecasts/Trunking Requirements

10.3.2.1 For those LATAs where the Parties have not provisioned Traffic Exchange Trunks, Verizon will generally utilize AT&T's trunk forecasts for both inbound and outbound traffic to assist it in determining the timing and sizing of the Verizon Traffic Exchange Trunks used to terminate traffic to AT&T, provided, that AT&T's forecast is based on reasonable engineering criteria.

10.3.2.2 If AT&T determines to offer Telephone Exchange Services and to interconnect with Verizon in any LATA in which the Parties are not already interconnected pursuant to this Agreement, Verizon will, for ninety (90) days, monitor traffic on each initial trunk group that it establishes at AT&T's suggestion or request pursuant to the procedures identified in Section 10.3.2.1. At the end of such ninety (90) day period, Verizon may disconnect trunks that are not warranted by the actual traffic volumes in accordance with the trunk utilization percentages in Section 10.2.1.2.

10.4 Demand Management Forecasts

In addition to any other forecasts required by this Agreement, upon reasonable request by Verizon, AT&T shall provide to Verizon non-binding good faith demand management forecasts regarding the Resold Services and unbundled Network Elements ("Forecasted Services") that AT&T expects to purchase from Verizon, including forecasts regarding the types and volumes of Forecasted Services that AT&T expects to purchase and the locations where such Forecasted Services will be purchased. Such forecasts shall be requested by Verizon no more frequently than semi-annually and shall be subject to the confidentiality provisions set forth in Section 28.5.2 of this Agreement and the information contained in such forecasts will only be used for planning purposes to assist

Verizon in providing such Forecasted Services pursuant to this Agreement. Such forecasts shall not be a commitment by AT&T to order any specified amount of Forecasted Services. Nor do such forecasts expand or otherwise increase (i) Verizon's obligations to provide Forecasted Services pursuant to this Agreement or (ii) any performance standards, measurements, or remedies, if any, that may apply pursuant to Section 26 of this Agreement.

11.0 UNBUNDLED ACCESS

Subject to the conditions set forth in Section 11.7 and Section 11.12 below, Verizon shall offer to AT&T nondiscriminatory access to Network Elements and Combinations as set forth below on an unbundled basis at any technically feasible point pursuant to, and in accordance with the terms and provisions of this Agreement and Applicable Law (including, without limitation, as set forth in the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98, released November 5, 1999, and in FCC Rule 51.315(b), as each may be in effect from time to time); but, notwithstanding any other provision of this Agreement, only to the extent provision of such Network Elements and Combinations on an unbundled basis is required by Applicable Law. Such access to Network Elements and Combinations shall include all of the Network Element's features, functions and capabilities in a manner that allows AT&T to provide any Telecommunications Service that can be offered by means of the Network Element consistent with Applicable Law.

11.1 Verizon's Provision of Network Elements

Subject to the conditions set forth in Section 11.7, Verizon shall provide AT&T access to the following:

11.1.1 Loops and House and Riser, as set forth in Section 11.2;

11.1.2 The Network Interface Device, as set forth in Section 11.3;

11.1.3 Switching Capability, as set forth in Section 11.4;

11.1.4 Interoffice Transmission Facilities, as set forth in Section 11.5;

11.1.5 Signaling Links and Call-Related Databases, as set forth in Section 11.5A and Section 17;

11.1.6 Operations Support Systems, as set forth in Section 11.6;

11.1.7 Other Network Elements in accordance with Section 11.8 below.

11.2 Loops

Subject to the conditions set forth in Section 11.7, Verizon shall allow AT&T to access Loops unbundled from local switching and local transport as required by